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			L	Applicati n Number	10/099,673					
			Filing Date	March 15, 2002						
			First Named Inventor	Qian Yu						
		OF ATTORNE		-	MONITORING AND IN-LINE					
AUTHORIZATION OF AGENT				Title COMPENSATION OF, etc.						
			L	Group Art Unit	2633					
			1	Examiner Name	Not Yet Assigned					
				Attorney Docket No.	51519/P001US/10203244					
I hereby appoint:										
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	OR		Cus	tomer Number						
	x Practitio	oner(s) named below:			Custor	mer Number Bar Code				
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Ļ		Name	Number	Name		Registration Number	-			
	David H. Tanno Jody C. Bishop		24,745 44,034	Michael A. Papalas William B. Tiffany		40,381 41,347	İ			
ı	Michael J. Fog	arty, III	42,541	R. Ross Viguet		42,203	- 1			
ı	Matthew D. Jones Jerry L. Mahurin		44,810 34,661				1			
ł	Thomas J. Meaney		41,990				ŀ			
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as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all										
business in the United States Patent and Trademark Office connected therewith.										
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L	Individual Name	William B. Tiffan		1,347			-			
Addre	ess 2200 F	Ross Avenue, Suite	2800	- .i			┪			
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City	Dallas try USA		State Telephor	TX ne 214-855-8204	Zip Fax	75201	4			
	I am the:		Тејерног	le 214-655-6204		214-855-8200	┥			
	Applicant/Inventor.									
	Assignee of record of the entire interest. See 37 CFR 3.71.									
	Statemen	t under 37 CFR 3.73	(b) is enclosed	. (Form PTO/SB/96).						
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96). SIGNATURE of Applicant or Assignee of Record										
	Name	University of Southern	California (LA) t	y Dennis F. Dougherty, V	ice President for	Administration				
Signature August Naunliuse										
Date 5 21/02										
NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple orms if more than one signature is required. See below.										
	*Total of 1 forms are submitted									

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Qian Yu; Lianshan Yan; and Alan E. Willner (hereinafter referred to as Assignors), residing at 20990 Valley Green Dr., Apt. 629, Cupertino, California 95014; 1144 W. 28th St., Apt. 4, Los Angeles, California 90007; and 9326 Sawyer Street, Los Angeles, California 90035, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in MONITORING AND IN-LINE COMPENSATION OF POLARIZATION DEPENDENT LOSS FOR LIGHTWAVE SYSTEMS, set forth in a Patent application for Letters Patent of the United States, already filed on March 15, 2002 as U.S. application No. 10/099,875; and

WHEREAS, University of Southern California (LA), an educational institution organized under and pursuant to the laws of the State of California having its principal place of business at 3716 South Hope Street, Suite 313, Los Angeles, CA 90007, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

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same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

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with the rules of the United States Patent and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

David H. Tannenbaum	24,745	Matthew D. Jones	44,810	Michael A. Papalas	40,381
Jody C. Bishop	44,034	Jerry L. Mahurin	34,661	William B. Tiffany	41,347
Michael J. Fogarty, III	42,541	Thomas J. Meaney	41,990	R. Ross Viguet	42,203

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

On State of Colifornia) ss.

County of Sarta Clara)

On WENDY AHEARN, NOTARY PUBLIC , personally appeared Qian Yu personally known to me proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

WENDY AHEARN COMM. NO 1311461 M NOTARY PUBLIC COMM. NO 1311461 M NOTARY PUBLIC CALIFORNIA SANTA CLARA COUNTY

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	June
	Janshan Yan
State of Call Schola) ss.	·
County of los Angeles)	
On July 3, 2002, before me, appeared Lianshan Yan to me on the basis of satisfactory evidence, to be subscribed to the within instrument and acknowl same in his/her/their authorized capacity(ies), an instrument the person(s), or the entity upon beha instrument.	the person(s) whose name(s) is/are edged to me that he/she/they executed the d that by his/her/their signature on the lf of which the person(s) acted, executed the
WITNESS my benefit and official seal.	MARDEL E. ANDERSON Commission # 1220866 Notary Public - California Los Angeles County My Comm. Spires May 22, 2003
	Man E. Willner
State of California) ss.	
County of California) ss. On July 3, 2003 , before me, appeared Alan E. Willner to me on the basis of satisfactory evidence, to be subscribed to the within instrument and acknowle same in his/her/their authorized capacity(ies), and instrument the person(s), or the entity upon behalf instrument.	edged to me that he/she/they executed the d that by his/her/their signature on the
WITNESS my transit and official seal.	MARDEL E. ANDERSON Commission # 12208-6 Notary Public - Celifornia Los Angeles County My Comm. Spring May 22, 2500

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